

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

ANGELA ADAMS LICENSING, LLC and ANGELA  
ADAMS DESIGNS, LLC,

Plaintiffs,

vs.

WAL-MART STORES, INC., WAL-MART.COM,  
INC., and HOMESTEAD INTERNATIONAL GROUP  
LTD.,

Defendants.

2:11-CV-00005 (GZS)

**HOMESTEAD  
INTERNATIONAL GROUP  
LTD.'S ANSWER,  
AFFIRMATIVE DEFENSES  
AND DEMAND FOR JURY  
TRIAL**

Defendant Homestead International Group Ltd. (“Homestead”), by and through its attorneys, hereby responds to the Complaint filed by Plaintiffs Angela Adams Licensing, LLC and Angela Adams Designs, LLC (collectively “Angela Adams”) as follows:<sup>1</sup>

**INTRODUCTION**

1. Homestead admits that Angela Adams and Homestead’s predecessor-in-interest, Homestead Holdings, Inc., collaborated together to develop certain products under the ANGELA ADAMS and MODERN COMFORT BY ANGELA ADAMS trademarks, but is otherwise without knowledge or information sufficient to form a belief as to the remaining allegations in paragraph 1 and, therefore, denies those allegations.

**THE PARTIES, JURISDICTION AND VENUE**

2. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2 of the Complaint and, therefore, denies those allegations.

3. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3 of the Complaint and, therefore, denies those allegations.

4. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4 of the Complaint and, therefore, denies those allegations.

5. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5 of the Complaint and, therefore, denies those allegations.

6. Homestead admits the allegations of paragraph 6 of the Complaint.

7. Homestead admits the allegations of paragraph 7 of the Complaint.

8. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 of the Complaint and, therefore, denies those allegations.

9. Homestead admits the allegations of paragraph 9 of the Complaint.

10. Homestead denies the allegations of paragraph 10 of the Complaint.

#### PLAINTIFF'S COPYRIGHTS

11. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11 of the Complaint and, therefore, denies those allegations.

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<sup>1</sup> Angela Adams agreed to allow Homestead to answer the Complaint on or before March 1, 2011.

12. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12 of the Complaint and, therefore, denies those allegations.

13. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 13 of the Complaint and, therefore, denies those allegations.

14. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 14 of the Complaint and, therefore, denies those allegations.

15. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15 of the Complaint and, therefore, denies those allegations.

#### **DEFENDANT'S WRONGFUL CONDUCT**

16. Homestead admits the allegations of paragraph 16 of the Complaint.

17. Homestead admits that Angela Adams licensed the ANGELA ADAMS and MODERN COMFORT BY ANGELA ADAMS trademarks to Homestead pursuant to a license between them, dated April 1, 2006 (the "License"), but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 17 of the Complaint and, therefore, denies those allegations.

18. Homestead admits that it collaborated with Angela Adams to develop a collection of home textile products bearing the ANGELA ADAMS and MODERN COMFORT BY ANGELA ADAMS trademarks, but is otherwise without knowledge or information

sufficient to form a belief as to the truth of the remaining allegations of paragraph 18 of the Complaint and, therefore, denies those allegations.

19. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 19 of the Complaint and, therefore, denies those allegations.

20. Homestead denies the allegations of paragraph 20 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 20 of the Complaint and, therefore, denies those allegations.

21. Homestead admits that images of its “Ellington” bedding and “Lyra” pillow are attached to the Complaint as Exhibit 6, but denies the remaining allegations of paragraph 21 of the Complaint.

22. Homestead denies the allegations of paragraph 22 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 22 of the Complaint and, therefore, denies those allegations.

23. Homestead admits that it sold a decorative pillow called “Ocean” to Bed, Bath & Beyond, but denies the remaining allegations of paragraph 23 of the Complaint.

24. Homestead admits that an image of its “Mandala” pillow is attached to the Complaint as Exhibit 7, denies the allegations of paragraph 24 of the Complaint with respect to it and is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 24 of the Complaint and, therefore, denies those allegations.

25. Homestead denies the allegations of paragraph 25 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 25 of the Complaint and, therefore, denies those allegations.

26. Homestead denies the allegations of paragraph 26 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 26 of the Complaint and, therefore, denies those allegations.

27. Homestead denies the allegations of paragraph 27 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 27 of the Complaint and, therefore, denies those allegations.

28. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 28 of the Complaint and, therefore, denies those allegations.

29. Homestead admits that an image of its “Costa” pillow is attached as Exhibit 9 to the Complaint, denies the allegations of paragraph 29 of the Complaint with respect to it and is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 29 of the Complaint and, therefore, denies those allegations.

30. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 30 of the Complaint and, therefore, denies those allegations.

31. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 31 of the Complaint and, therefore, denies those allegations.

32. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 32 of the Complaint and, therefore, denies those allegations.

33. Homestead denies receiving the letter attached to the Complaint as Exhibit 12, but is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 33 of the Complaint and, therefore, denies those allegations.

34. Homestead admits the allegations of paragraph 34 of the Complaint.

**COUNT ONE:**  
**COPYRIGHT INFRINGEMENT OF THE MANFRED COPYRIGHT**  
**("ELLINGTON BEDDING")**

35. Homestead incorporates herein by reference the responses contained in each of the proceeding paragraphs as though fully set forth herein.

36. Homestead denies the allegations of paragraph 36 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 36 of the Complaint and, therefore, denies those allegations.

37. Homestead denies the allegations of paragraph 37 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 37 of the Complaint and, therefore, denies those allegations.

38. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 38 of the Complaint and, therefore, denies those allegations.

39. Homestead denies the allegations of paragraph 39 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 39 of the Complaint and, therefore, denies those allegations.

40. Homestead denies the allegations of paragraph 40 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 40 of the Complaint and, therefore, denies those allegations.

41. Homestead denies the allegations of paragraph 41 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 41 of the Complaint and, therefore, denies those allegations.

42. Homestead denies the allegations of paragraph 42 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 42 of the Complaint and, therefore, denies those allegations.

43. Homestead denies the allegations of paragraph 43 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 43 of the Complaint and, therefore, denies those allegations.

44. Homestead denies the allegations of paragraph 44 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 44 of the Complaint and, therefore, denies those allegations.

**COUNT TWO:**  
**COPYRIGHT INFRINGEMENT OF THE MANFRED COPYRIGHT**  
**("LYRA PILLOWS")**

45. Homestead incorporates herein by reference the responses contained in each of the proceeding paragraphs as though fully set forth herein.

46. Homestead denies the allegations of paragraph 46 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 46 of the Complaint and, therefore, denies those allegations.

47. Homestead denies the allegations of paragraph 47 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 47 of the Complaint and, therefore, denies those allegations.

48. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 48 of the Complaint and, therefore, denies those allegations.

49. Homestead denies the allegations of paragraph 49 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 49 of the Complaint and, therefore, denies those allegations.



50. Homestead denies the allegations of paragraph 50 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 50 of the Complaint and, therefore, denies those allegations.

51. Homestead denies the allegations of paragraph 51 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 51 of the Complaint and, therefore, denies those allegations.

52. Homestead denies the allegations of paragraph 52 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 52 of the Complaint and, therefore, denies those allegations.

53. Homestead denies the allegations of paragraph 53 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 53 of the Complaint and, therefore, denies those allegations.

54. Homestead denies the allegations of paragraph 54 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 54 of the Complaint and, therefore, denies those allegations.

**COUNT THREE:**  
**COPYRIGHT INFRINGEMENT OF THE SPIKE COPYRIGHT**

55. Homestead incorporates herein by reference the responses contained in each of the proceeding paragraphs as though fully set forth herein.

56. Homestead denies the allegations of paragraph 56 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 56 of the Complaint and, therefore, denies those allegations.

57. Homestead denies the allegations of paragraph 57 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 57 of the Complaint and, therefore, denies those allegations.

58. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 58 of the Complaint and, therefore, denies those allegations.

59. Homestead denies the allegations of paragraph 59 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 59 of the Complaint and, therefore, denies those allegations.

60. Homestead denies the allegations of paragraph 60 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 60 of the Complaint and, therefore, denies those allegations.

61. Homestead denies the allegations of paragraph 61 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to

the truth of the remaining allegations of paragraph 61 of the Complaint and, therefore, denies those allegations.

62. Homestead denies the allegations of paragraph 62 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 62 of the Complaint and, therefore, denies those allegations.

63. Homestead denies the allegations of paragraph 63 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 63 of the Complaint and, therefore, denies those allegations.

64. Homestead denies the allegations of paragraph 64 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 64 of the Complaint and, therefore, denies those allegations.

**COUNT FOUR:**  
**COPYRIGHT INFRINGEMENT OF THE CASCO COPYRIGHT**

65. Homestead incorporates herein by reference the responses contained in each of the proceeding paragraphs as though fully set forth herein.

66. Homestead denies the allegations of paragraph 66 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 66 of the Complaint and, therefore, denies those allegations.

67. Homestead denies the allegations of paragraph 67 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 67 of the Complaint and, therefore, denies those allegations.

68. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 68 of the Complaint and, therefore, denies those allegations.

69. Homestead denies the allegations of paragraph 69 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 69 of the Complaint and, therefore, denies those allegations.

70. Homestead denies the allegations of paragraph 70 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 70 of the Complaint and, therefore, denies those allegations.

71. Homestead denies the allegations of paragraph 71 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 71 of the Complaint and, therefore, denies those allegations.

72. Homestead denies the allegations of paragraph 72 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 72 of the Complaint and, therefore, denies those allegations.

73. Homestead denies the allegations of paragraph 73 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 73 of the Complaint and, therefore, denies those allegations.

74. Homestead denies the allegations of paragraph 74 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 74 of the Complaint and, therefore, denies those allegations.

**COUNT FIVE:**  
**COPYRIGHT INFRINGEMENT OF THE PEBBLE COPYRIGHT**

75. Homestead incorporates herein by reference the responses contained in each of the proceeding paragraphs as though fully set forth herein.

76. Homestead denies the allegations of paragraph 76 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 76 of the Complaint and, therefore, denies those allegations.

77. Homestead denies the allegations of paragraph 77 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 77 of the Complaint and, therefore, denies those allegations.

78. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 78 of the Complaint and, therefore, denies those allegations.

79. Homestead denies the allegations of paragraph 79 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 79 of the Complaint and, therefore, denies those allegations.

80. Homestead denies the allegations of paragraph 80 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 80 of the Complaint and, therefore, denies those allegations.

81. Homestead denies the allegations of paragraph 81 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 81 of the Complaint and, therefore, denies those allegations.

82. Homestead denies the allegations of paragraph 82 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 82 of the Complaint and, therefore, denies those allegations.

83. Homestead denies the allegations of paragraph 83 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 83 of the Complaint and, therefore, denies those allegations.

84. Homestead denies the allegations of paragraph 84 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to

the truth of the remaining allegations of paragraph 84 of the Complaint and, therefore, denies those allegations.

**COUNT SIX:**  
**COPYRIGHT INFRINGEMENT OF THE EASTON COPYRIGHT**

85. Homestead incorporates herein by reference the responses contained in each of the proceeding paragraphs as though fully set forth herein.

86. Homestead denies the allegations of paragraph 86 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 86 of the Complaint and, therefore, denies those allegations.

87. Homestead denies the allegations of paragraph 87 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 87 of the Complaint and, therefore, denies those allegations.

88. Homestead is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 88 of the Complaint and, therefore, denies those allegations.

89. Homestead denies the allegations of paragraph 89 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 89 of the Complaint and, therefore, denies those allegations.

90. Homestead denies the allegations of paragraph 90 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to

the truth of the remaining allegations of paragraph 90 of the Complaint and, therefore, denies those allegations.

91. Homestead denies the allegations of paragraph 91 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 91 of the Complaint and, therefore, denies those allegations.

92. Homestead denies the allegations of paragraph 92 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 92 of the Complaint and, therefore, denies those allegations.

93. Homestead denies the allegations of paragraph 93 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 93 of the Complaint and, therefore, denies those allegations.

94. Homestead denies the allegations of paragraph 94 of the Complaint with respect to it, but is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 94 of the Complaint and, therefore, denies those allegations.

#### AFFIRMATIVE DEFENSES

##### FIRST AFFIRMATIVE DEFENSE

##### **Failure to State a Claim**

The complaint fails to state a claim upon which relief can be granted.

##### SECOND AFFIRMATIVE DEFENSE

##### **No Copying**



Homestead did not copy constituent original elements, of any of Angela Adams' purported copyrighted work.

**THIRD AFFIRMATIVE DEFENSE**  
**Lack of Substantial Similarity**

There is a lack of substantial similarity between the ideas and expression of ideas printed on the retail products sold by Homestead and Angela Adams' purported copyright work.

**FOURTH AFFIRMATIVE DEFENSE**  
**Public Domain**

The work that Angela Adams' claim has been infringed is not entitled to copyright protection on the grounds that it is within the public domain and/or does not constitute copyrightable subject matter.

**FIFTH AFFIRMATIVE DEFENSE**  
**Merger**

Angela Adams' claims are barred by the doctrine of merger.

**SIXTH AFFIRMATIVE DEFENSE**  
**Scenes A Faire**

Angela Adams' claims are barred by the doctrine of scenes a faire.

**SEVENTH AFFIRMATIVE DEFENSE**  
**Lack of Intent to Infringe**

Homestead acted in good faith and without intent to infringe.

**EIGHTH AFFIRMATIVE DEFENSE**  
**Reduction of any Statutory Award**

Homestead was not aware and had no reason to believe that its actions constituted an infringement of copyright and any award of statutory damages, if any, should be reduced to a sum of not less than \$200.00.

**NINTH AFFIRMATIVE DEFENSE**

**Fair Use**

Homestead's conduct constitutes fair use, if any, of Angela Adams' purported copyrighted work.

**TENTH AFFIRMATIVE DEFENSE**

**Alleged Use De Minimis**

Homestead denies infringement and substantial similarities between Angela Adams' design and the accused design. Any alleged use of Angela Adams' design is, at most, de minimis and therefore not actionable.

**ELEVENTH AFFIRMATIVE DEFENSE**

**Unjust Enrichment**

Angela Adams is barred from recovery in whole or in part because Angela Adams would be unjustly enriched if permitted to recover on the Complaint.

**TWELFTH AFFIRMATIVE DEFENSE**

**Unclean Hands**

This action is barred in whole or in part due to Angela Adams' unclean hands.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**Acquiescence / Estoppel / Waiver**

This action is barred on whole or in part due to Angela Adams' acquiescence, as well as the doctrines of estoppel and waiver.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**No Mitigation of Damages**

Angela Adams has failed to mitigate damages, if any, allegedly sustained.

**FIFTEENTH AFFIRMATIVE DEFENSE**  
**Copyright Act**

Homestead reserves the right to rely on any and all judicially recognized defenses under the Copyright Act of 1976, Title 17 U.S.C. § 101 *et seq.*, and all amendments and revisions thereto, including that the purported copyrights are invalid, void or enforceable.

**SIXTEENTH AFFIRMATIVE DEFENSE**  
**Reservation of Defenses**

Homestead has insufficient knowledge or information upon which to form a belief as to whether it may have additional, and as yet unstated affirmative defenses available, and reserves the right to assert such additional defenses in the event that further discovery, investigation or analysis warrants.

**DEMAND FOR JURY TRIAL**

Homestead demands a jury trial on all counts so triable.

**HOMESTEAD'S PRAYER FOR RELIEF**

**WHEREFORE**, Homestead prays for judgment as follows:

- A. That Angela Adams take nothing by reason of their Complaint and that judgment be rendered in favor of Homestead;
- B. That Angela Adams be ordered to pay Homestead's attorneys' fees and costs;
- C. That Angela Adams' claimed rights be declared invalid; and
- D. That Angela Adams be ordered to provide such further legal and equitable relief as the Court deems just and proper.

**WHEREFORE**, Homestead respectfully requests that this Court dismiss the Complaint against Homestead, with prejudice, enter judgment in favor of Homestead, award

Homestead its costs and expenses in connection with the defenses of the Complaint and grant such other relief as this Court deems is just and proper.

Dated: March 1, 2011

/s/ James G. Goggin  
James G. Goggin

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**Attorneys for Defendant  
Homestead International Group Ltd.**

**CERTIFICATE OF SERVICE**

I hereby certify that on March 1, 2011, I electronically filed the foregoing

**HOMESTEAD INTERNATIONAL GROUP LTD.'S ANSWER, AFFIRMATIVE**

**DEFENSES AND DEMAND FOR JURY TRIAL** with the Clerk of Court using the CM/ECF

system which will send notification of such filing to the following persons at the given email

addresses:

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/s/ James G. Goggin